

EXHIBIT F

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11 TEACHSCAPE, INC.

12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA
15
16 SAN JOSE DIVISION

17 CANTER & ASSOCIATES, LLC and
18 LAUREATE EDUCATION, INC.,

19 Plaintiffs,

20 vs.

21 TEACHSCAPE, INC.,

22 Defendant.

No. 07-3225 RS

**DEFENDANT TEACHSCAPE, INC.'S
OBJECTIONS TO PLAINTIFFS
CANTER & ASSOCIATES, LLC AND
LAUREATE EDUCATION, INC.'S
NOTICE OF DEPOSITION PURSUANT
TO FED. R. CIV. P. 30(B)(6)**

23 Pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure, Defendant
24 Teachscape, Inc. ("Teachscape") makes the following objections to Plaintiffs Canter &
25 Associates, LLC and Laureate Education's (collectively, "Plaintiffs") Notice of Deposition
26 ("Notice") and Schedules attached thereto (the "Topics") served on it in the above-captioned
27 matter:

GENERAL STATEMENT AND OBJECTIONS

28 Teachscape's Motion To Dismiss, which, among other things, notes the vagueness of the
allegations in Plaintiffs' complaint, and calls into question this Court's jurisdiction, is presently
under submission with this Court. Consequently, Teachscape asserts that this Notice and each of
the topics, are unduly burdensome, oppressive and harassing. Moreover, Teachscape has not yet

1 completed its investigation of the facts pertaining to this action or begun its discovery.

2 Teachscape reserves its right to rely on any further, additional, or different facts, documents or
3 other evidence which may develop or come to its attention at a later time. Teachscape's
4 objections as set forth herein are made without prejudice to Teachscape's right to assert any
5 additional objections. By objecting, Teachscape does not concede that any responsive information
6 exists.

7 Teachscape makes the following general objections to Plaintiffs' Notice and Topics. The
8 assertion of the same, similar, or additional objections as to any particular response herein waives
9 none of Teachscape's objections as set forth below:

10 1. Teachscape objects to this Notice on the grounds that Plaintiffs failed to meet and confer
11 with Teachscape regarding the scheduling of this deposition, as required by Northern District of
12 California Local Rule 30-1. Teachscape further objects to the date, time and location of the
13 deposition.

14 2. Teachscape objects to the duration and time for the deposition set forth in the Notice.
15 Federal Rule of Civil Procedure 30(d)(2) limits a deposition to one day of seven hours unless
16 otherwise authorized by the court or stipulated by the parties. However, Plaintiffs' Notice states that
17 the deposition "will continue from day to day until completed." The Court has not authorized, nor
18 has Teachscape stipulated to, a deposition of greater duration than provided by FRCP 30.

19 3. Teachscape objects to each Definition, each Instruction, and each Topic upon which
20 examination is requested to the extent it is unduly burdensome, vague, ambiguous, annoying,
21 harassing, oppressive and/or overly broad, seeking information neither relevant nor reasonably
22 calculated to lead to the discovery of admissible evidence, or exceeds the bounds of legitimate
23 discovery. Additionally, Teachscape objects to each Definition, each Instruction and each Topic
24 upon which examination is requested to the extent it fails to comply with the applicable rules and
25 statutes governing the limits of discovery, including, but not limited to FRCP 26, 30, 33 and 34, as
26 well as any order of the Court in this case.

27 4. Teachscape objects to each Topic to the extent it seeks information protected by any
28 applicable privilege or doctrine, whether attorney-client, work product, privacy, or otherwise.

1 Teachscape reserves the right to object to the introduction into evidence before the Court at any time
2 before or at trial of any information that is privileged under law and that has been revealed or
3 produced inadvertently.

4 5. Teachscape objects to these Topics to the extent they seek information, the disclosure of
5 which would violate any constitutional, statutory or common law privacy interest of any current or
6 former employee or representative of Teachscape, or of any other person or entity.

7 6. Teachscape objects to each Topic to the extent it seeks information not in the possession,
8 custody or control of Teachscape. Teachscape further objects to each Topic to the extent it seeks
9 information in the possession, custody or control of Plaintiffs, their agents or attorneys, or of any
10 entity owned or controlled by Plaintiffs, their agents or attorneys, or that is equally available to
11 Plaintiffs, their agents or attorneys from third parties or other sources.

12 7. Teachscape objects to the definition of "Teachscape," "you," "your," and "yourself" as
13 overbroad.

14 8. Teachscape objects to the definition of "Teachscape's master's degree programs" as
15 overbroad and as lacking foundation.

16 9. Teachscape objects to the definition of "Teachscape's graduate course programs" as
17 overbroad and as lacking foundation.

18 10. Teachscape objects to the definition of "Canter's former employees" and to each and
19 every topic referring to "Canter's former employees" to the extent that Teachscape is unaware of
20 whether persons who are or were employed by or independent contractors of Teachscape, were also
21 employed by, or were independent contractors, of Canter or Laureate.

22 11. Teachscape objects to the definition of "relating to" and each and every topic including
23 the phrase "relating to" to the extent it renders the topics vague, ambiguous and/or unintelligible
24 and/or overbroad.

25 12. Teachscape objects to each and every topic as overbroad as to time and scope, in
26 particular, to the extent it seeks testimony unlimited by any time frame.

27 13. Teachscape objects to these topics to the extent they seek disclosure of Teachscape's
28 trade secrets or confidential proprietary, business, or commercial information. Teachscape will not

1 make such testimony available absent an appropriate protective order entered by the Court in the
2 above-captioned matter and absent a showing such disclosure is warranted.

3 14. Teachscape objects to these topics to the extent they seek trade secrets or confidential
4 proprietary, business, or commercial information of any person or entity not a party to this action.

5 15. Teachscape objects to each and every topic to the extent that they seek information that
6 goes beyond the permissible scope of discovery of trade secrets and other proprietary information,
7 and insofar as Plaintiffs have failed to described their purported trade secrets with reasonable
8 particularity.

9 16. Teachscape objects to these topics on the ground that they are premature, as a Motion to
10 Dismiss the above-captioned matter is pending before this Court.

11 17. Teachscape objects to each Topic to the extent each purports to require Teachscape to
12 search vast volumes of computer data, including, but not limited to, deleted data, archived or backup
13 data stored in multiple locations, or data which is otherwise not reasonably accessible. Such searches
14 are overly broad and unduly burdensome and Plaintiffs have no substantial need for such information.

15 18. Teachscape objects to these topics to the extent they seek to impose any burden or
16 obligation in excess of the requirements of Federal Rules of Civil Procedure 26 or 30.

17 The foregoing objections are incorporated by reference into each and every one of the
18 following responses:

19 **OBJECTIONS AND RESPONSES TO DEPOSITION TOPICS**

20 **TOPIC NO. 1:**

21 Teachscape's knowledge of each of the Canter former employee's duty of confidentiality
22 to Canter / Laureate, including:

- 23 (a) Identifying the date when Teachscape first learned of each employee's duty;
- 24 (b) How Teachscape first learned of each employee's duty; and
- 25 (c) Identifying any communications relating to Teachscape first learning of
- 26 each employee's duty.

27 **OBJECTION TO TOPIC NO. 1:**

28 Teachscape objects to this topic on the grounds that it is generally vague and ambiguous

1 and specifically vague and ambiguous as to the words and phrases “knowledge,” “duty,” and
 2 “confidentiality.” Teachscope further objects to this topic on the grounds that it is overly broad,
 3 unduly burdensome and oppressive to the extent that it seeks information neither relevant to the
 4 subject matter of the pending action nor reasonably calculated to lead to the discovery of
 5 admissible evidence. Teachscope further objects to this topic to the extent that it calls for
 6 speculation and a legal conclusion. Teachscope further objects to this topic on the grounds that
 7 it lacks foundation and assumes facts not in evidence. Teachscope further objects to this topic to
 8 the extent it calls for the disclosure of information protected by the attorney-client privilege,
 9 work product doctrine or other applicable privilege or protection.

10 **TOPIC NO. 2:**

11 Steps taken by Teachscope to ensure that Canter’s former employees did not use Canter’s
 12 and/or Laureate’s confidential and/or proprietary information, including:

13 (a) Communications made to Canter’s former employees relating to the use of
 14 Canter’s and/or Laureate’s confidential and/or proprietary information;

15 (b) Written acknowledgements or agreements relating to Canter’s former
 16 employees relating to the use of Canter’s and/or Laureate’s confidential and/or proprietary
 17 information;

18 (c) Electronic security or other measures taken to prevent Canter’s former
 19 employees from using Canter’s and/or Laureate’s confidential and/or proprietary information;
 20 and

21 (d) Employment of, or contracting with, Canter’s former employees in
 22 positions or for tasks in which the use of Canter’s and/or Laureate’s confidential and/or
 23 proprietary information would not

24 **OBJECTION TO TOPIC NO. 2:**

25 Teachscope objects to this topic on the ground and to the extent that it is unintelligible.
 26 Teachscope objects to this topic on the grounds that it is specifically vague and ambiguous as to
 27 the words and phrases “confidential and/or proprietary information,” “positions” and “tasks.”
 28 Teachscope further objects to this topic on the grounds that it is overly broad, unduly

1 burdensome and oppressive to the extent that it seeks information neither relevant to the subject
 2 matter of the pending action nor reasonably calculated to lead to the discovery of admissible
 3 evidence. Teachscape further objects to this topic on the grounds that it calls for speculation and
 4 a legal conclusion. Teachscape further objects to this topic to the extent it calls for testimony
 5 protected by the attorney-client privilege, work product doctrine or other applicable privilege or
 6 protection.

7 **TOPIC NO. 3:**

8 Teachscape's knowledge, or lack thereof, of the information asserted as Canter's trade
 9 secrets in Plaintiffs Canter & Associates, LLC's and Laureate Education, Inc.'s Identification Of
 10 Trade Secrets, and any amendments thereto, including:

11 (a) Identifying the persons, including any of Canter's former employees, who
 12 had knowledge of the information;

13 (b) Identifying documents or things relating to that information kept by
 14 Teachscape or persons employed by or contracting with Teachscape;

15 (c) Identifying the date when Teachscape first learned of the information;

16 (d) Identifying the date when Teachscape first became aware that information
 17 is comprised of Canter's trade secrets, and by what communication or other method did it learn
 18 that it is comprised of Canter's trade secrets; and

19 (e) What, if anything, did Teachscape with the information once it became
 20 aware that the information is comprised of Canter's trade secrets.

21 **OBJECTION TO TOPIC NO. 3:**

22 Teachscape objects to this topic on the grounds that it is unintelligible in its entirety.
 23 Teachscape objects to this topic on the grounds that it is specifically vague and ambiguous as to
 24 the words and phrases "knowledge, or lack thereof," "information," "Trade Secrets, and any
 25 amendments thereto," "kept," "learned," "became aware," "comprised," and "other method."
 26 Teachscape further objects to this topic on the grounds that it is overly broad, unduly
 27 burdensome and oppressive to the extent that it seeks information neither relevant to the subject
 28 matter of the pending action nor reasonably calculated to lead to the discovery of admissible

evidence. Teachscape further objects to this topic on the grounds that it calls for speculation and a legal conclusion. Teachscape further objects to this topic to the extent it calls for the disclosure of information protected by the attorney-client privilege, work product doctrine or other applicable privilege or protection.

TOPIC NO. 4:

Teachscape's use of or lack thereof, and any steps taken to avoid the use of, the information asserted as Canter's trade secrets in Plaintiffs Canter & Associates, LLC's and Laureate Education, Inc.'s Identification Of Trade Secrets, and any amendments thereto, including:

(a) Identifying the persons, including any of Canter's former employees, who used the information;

(b) The specific information used, the dates(s) when it was used, how it was used, and by which persons it was used; and

(c) Identifying any communications or steps taken to prevent the use of the information, and identifying the date when those communications were made or steps were taken, why they were taken, and by which persons.

OBJECTION TO TOPIC NO. 4:

Teachscape objects to this topic on the grounds that it is unintelligible in its entirety. Teachscape objects to this topic on the grounds that it is specifically vague and ambiguous as to the words and phrases "use of or lack thereof," "avoid the use," "information," "Trade Secrets, and any amendments thereto," and "used." Teachscape further objects to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks information neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. Teachscape further objects to this topic on the grounds that it calls for speculation and a legal conclusion. Teachscape further objects to this topic to the extent it calls for the disclosure of information protected by the attorney-client privilege, work product doctrine or other applicable privilege or protection.

TOPIC NO. 5:

1 Teachscape's knowledge, or lack thereof, of the specifics and details of the relationship
2 and contractual dealings between Marygrove and Canter/Laureate for the provision of master's
3 degree and graduate course programs in the field of education, including:

4 (a) Identifying the persons, including any of Canter's former employees, who
5 knew of the confidential terms of the relationship, when they first learned of those confidential
6 terms, how that knowledge was obtained, and what was done with that knowledge;

7 (b) Identifying communications between Teachscape and Marygrove relating to
8 the terms of that relationship, including the persons who made and received those
9 communications.

10 (c) Identifying the persons, including any of Canter's former employees, who
11 knew of the confidential terms of the contract between Marygrove and Canter/Laureate in effect
12 in 2006 and 2007, when they first learned of those confidential terms, how that knowledge was
13 obtained, and what was done with that knowledge;

14 (d) Identifying communications between Teachscape and Marygrove relating to
15 the terms of the contract between Marygrove and Canter/Laureate in effect in 2006 and 2007,
16 including the persons who made and received those communications.

17 **OBJECTION TO TOPIC NO. 5:**

18 Teachscape objects to this topic on the grounds that is unintelligible in its entirety.
19 Teachscape further objects to this topic on the grounds that it is specifically vague and
20 ambiguous as to the words and phrases "knowledge, or lack thereof" "specifics and details,"
21 "relationship," "contractual dealings," and "confidential terms." Teachscape further objects to
22 this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent
23 that it seeks information neither relevant to the subject matter of the pending action nor
24 reasonably calculated to lead to the discovery of admissible evidence. Teachscape further
25 objects to this topic to the extent that it calls for speculation, lacks foundation, assumes facts not
26 in evidence and/or calls for a legal conclusion. Teachscape further objects to this topic to the
27 extent it calls for the disclosure of information protected by the attorney-client privilege, work
28 product doctrine or other applicable privilege or protection. Teachscape further objects to this

1 topic to the extent it calls for confidential, proprietary and/or trade secret information of
2 Teachscope and/or Marygrove.

3 **TOPIC NO. 6:**

4 Teachscope's relationship and contractual dealings with Marygrove for the provision of
5 master's degree and graduate course programs in the field of education, including:

6 (a) Identifying the persons, including Canter's former employees and persons
7 at Marygrove, involved in making contact with, and negotiating the terms of the contract(s)
8 between Teachscope and Marygrove;

9 (b) Identifying the date when Teachscope's relationship and contractual
10 dealings with Marygrove began and how they began;

11 (c) The contractual terms being negotiated between Teachscope and
12 Marygrove, including any proposals and counterproposals made during negotiations;

13 (d) Any change in contractual terms or further negotiations after September
14 2006;

15 (e) The terms of the executed contract(s) between Teachscope and Marygrove;

16 (f) The reasons why Teachscope was going to offer a Master in the Art of
17 Teaching with a Focus on Curriculum, Instruction & Assessment;

18 (g) The reasons why Teachscope did not offer and is not offering a Master in
19 the Art of Teaching with a Focus on Curriculum, Instruction & Assessment.

20 **OBJECTION TO TOPIC NO. 6:**

21 Teachscope objects to this topic on the grounds that it is generally vague and ambiguous
22 and specifically vague and ambiguous as to the words and phrases "relationship," "contractual
23 dealings," and "involved in making contact with and negotiating." Teachscope further objects to
24 this request to the extent it calls for a legal conclusion. Teachscope further objects to this topic
25 to the extent that it seeks information neither relevant to the subject matter of the pending action
26 nor reasonably calculated to lead to the discovery of admissible evidence. Teachscope further
27 objects to this topic to the extent it calls for testimony protected by the attorney-client privilege,
28 work product doctrine or other applicable privilege or protection. Teachscope further objects to

1 this topic to the extent it calls for confidential, proprietary and/or trade secret information of
2 Teachscape and/or Marygrove.

3 **TOPIC NO. 7:**

4 Teachscape's knowledge, or lack thereof, of the specifics and details of the relationships
5 and contractual dealings between Canter/Laureate and accredited universities, including
6 Andrews and Cardinal Stritch, for the provision of master's degree and graduate course
7 programs in the field of education, including:

8 (a) Identifying the persons, including any of Canter's former employees, who
9 knew of the confidential terms of the relationship, when they first learned of those confidential
10 terms, how that knowledge was obtained, and what was done with that knowledge;

11 (b) Identifying communications between Teachscape and the accredited
12 university relating to the terms of that relationship, including the persons who made and
13 received those communications.

14 (c) Identifying the persons, including any of Canter's former employees, who
15 knew of the confidential terms of the contract(s) between the accredited university and
16 Canter/Laureate, when they first learned of those confidential terms, how that knowledge was
17 obtained, and what was done with that knowledge; and

18 (d) Identifying communications between Teachscape and the accredited
19 university relating to the terms of the contract between the accredited university and
20 Canter/Laureate, including the persons who made and received those communications.

21 **OBJECTION TO TOPIC NO. 7:**

22 Teachscape objects to this topic on the grounds that is unintelligible in its entirety.
23 Teachscape further objects to this topic on the grounds that it is specifically vague and
24 ambiguous as to the words and phrases "knowledge, or lack thereof," "specifics and details,"
25 "relationships," "contractual dealings," and "confidential terms." Teachscape further objects to
26 this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent
27 that it seeks information neither relevant to the subject matter of the pending action nor
28 reasonably calculated to lead to the discovery of admissible evidence. Teachscape further

objects to this topic to the extent that it calls for speculation, lacks foundation, assumes facts not in evidence and/or calls for a legal conclusion. Teachscape further objects to this topic to the extent it calls for the disclosure of information protected by the attorney-client privilege, work product doctrine or other applicable privilege or protection. Teachscape further objects to this topic to the extent it calls for confidential, proprietary and/or trade secret information of Teachscape and/or third parties.

TOPIC NO. 8:

Teachscape's relationship and contractual dealings with accredited universities, including Andrews and Cardinal Stritch, for the provision of master's degree and graduate course programs in the field of education, including:

(a) Identifying the persons, including Canter's former employees and persons at the accredited university, involved in making contact with, and negotiating the terms of the contract(s) between the accredited university;

(b) Identifying the date when Teachscape's relationship and contractual dealings with the accredited university began and how they began;

(c) The contractual terms being negotiated between Teachscape and the accredited university, including any proposals and counterproposals made during negotiations;

(d) Any change in contractual terms or further negotiations after September 2006; and

(e) The terms of the executed contract(s) between Teachscape and the accredited university.

OBJECTION TO TOPIC NO. 8:

Teachscape objects to this topic on the grounds that it is generally vague and ambiguous and specifically vague and ambiguous as to the words and phrases "relationship," "contractual dealings," and "involved in making contact with and negotiating." Teachscape further objects to this request to the extent it calls for a legal conclusion. Teachscape further objects to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks information neither relevant to the subject matter of the pending action nor reasonably

1 calculated to lead to the discovery of admissible evidence. Teachscape further objects to this
 2 topic to the extent it calls for the disclosure of information protected by the attorney-client
 3 privilege, work product doctrine or other applicable privilege or protection. Teachscape further
 4 objects to this topic to the extent it calls for confidential, proprietary and/or trade secret
 5 information of Teachscape and/or third parties.

6 **TOPIC NO. 9:**

7 Teachscape's advertising from 2006 to the present of Teachscape's master's degree
 8 programs and Teachscape's graduate course programs offered through Marygrove, including:

9 (a) Identifying the persons, including any of Canter's former employees, who
 10 created, revised, edited, or approved the advertising materials for the advertisement, promotion,
 11 or marketing of these programs and courses;

12 (b) Identifying the date(s) when the advertising materials were created, revised,
 13 edited, and approved;

14 (c) The process by which the specific advertising materials were chosen,
 15 including any advertising, promotional, or marketing techniques or market information used in
 16 arriving at those choices;

17 (d) The costs and resources expended for the advertising, including the cost of
 18 creating, making copies of, and distributing, the advertising materials; and

19 (e) Identifying the target persons or groups of persons to whom the advertising
 20 was directed, including any advertising, promotional, or marketing techniques such as market
 21 segmentation, or market information, used in arriving at the target persons or groups of persons.

22 **OBJECTION TO TOPIC NO. 9:**

23 Teachscape objects to this topic on the grounds that it is generally vague and ambiguous
 24 and specifically vague and ambiguous as to the words and phrases "advertising,"
 25 "advertisement," "promotion/al/," "market/ing/," "materials," "process," "techniques," "target,"
 26 costs and resources" and "market information." Teachscape further objects to this topic on the
 27 grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks
 28 information neither relevant to the subject matter of the pending action nor reasonably calculated

1 to lead to the discovery of admissible evidence. Teachscape also objects to the extent this topic
 2 calls for a legal conclusion and lacks foundation. Teachscape further objects to this topic to the
 3 extent it calls for testimony protected by the attorney-client privilege, work product doctrine or
 4 other applicable privilege or protection. Teachscape further objects to this topic to the extent it
 5 calls for confidential, proprietary and/or trade secret information of Teachscape and/or third
 6 parties.

7 **TOPIC NO. 10:**

8 Teachscape's advertising from 2006 to the present of Teachscape's "Master in the Art of
 9 Teaching with a Focus on Curriculum, Instruction & Assessment" degree program to be offered
 10 through Marygrove as "updated", including:

11 (a) Identifying the persons, including any of Canter's former employees, who
 12 created, revised, edited, or approved the advertising materials that described Teachscape's
 13 "Master in the Art of Teaching with a Focus on Curriculum, Instruction & Assessment" degree
 14 program as "updated";

15 (b) Identifying the date(s) when the advertising materials were created, revised,
 16 edited, and approved;

17 (c) The process by which the specific advertising materials were chosen,
 18 including any advertising, promotional, or marketing techniques or market information used in
 19 arriving at those choices;

20 (d) The costs and resources expended for the advertising, including the cost of
 21 creating, making copies of, and distributing, the advertising materials; and

22 (e) Identifying the target persons or groups of persons to whom the advertising
 23 was directed, including any advertising, promotional, or marketing techniques such as market
 24 segmentation, or market information, used in arriving at the target persons or groups of persons.

25 **OBJECTION TO TOPIC NO. 10:**

26 Teachscape objects to this topic on the grounds that it is generally vague and ambiguous
 27 and specifically vague and ambiguous as to the words and phrases "advertising," "promotional,"
 28 "marketing" "materials," "market information," "techniques," "costs and resources" and

1 “target.” Teachscape further objects to this topic on the grounds that it is overly broad, unduly
2 burdensome and oppressive to the extent that it seeks information neither relevant to the subject
3 matter of the pending action nor reasonably calculated to lead to the discovery of admissible
4 evidence. Teachscape also objects to the extent this topic calls for a legal conclusion and lacks
5 foundation. Teachscape further objects to this topic to the extent it calls for the disclosure of
6 information protected by the attorney-client privilege, work product doctrine or other applicable
7 privilege or protection. Teachscape further objects to this topic to the extent it calls for
8 confidential, proprietary and/or trade secret information of Teachscape and/or third parties.

9 **TOPIC NO. 11:**

10 Teachscape’s development from 2004 to the present of its course materials relating to
11 Teachscape’s master’s degree programs, including:

12 (a) Identifying the persons, including any of Canter’s former employees, who
13 produced the first versions of the course materials, the date(s) when those first versions were
14 produced, the form in which the first versions were kept, where the first versions were made and
15 kept, and what source materials (if any) were used in producing the first versions;

16 (b) Identifying the persons, including any of Canter’s former employees, who
17 revised and/or edited the course materials, the date(s) when they were revised and/or edited, the
18 form in which the revisions and/or edits were made and kept, where the revisions and/or edits
19 were made and kept, and what source materials (if any), beyond those used for the first versions
20 of these course materials, were used in making these revisions and/or edits;

21 (c) The costs and resources expended in producing the first versions of the
22 course materials and in revising and/or editing the course materials;

23 (d) Software, electronic tools, and other technology used in developing the
24 course materials; and

25 (e) Identifying the persons other than employees of Teachscape who provided
26 written and/or visual content for the course materials, what that written and/or visual content is,
27 why that person was chosen to provide the written and/or visual content, the persons at
28 Teachscape who were involved in choosing the persons to provide the written and/or visual

1 content, and the terms of the contract, license, or other business relationship into which
2 Teachscope entered with the persons to provide the written and/or visual content.

3 **OBJECTION TO TOPIC NO. 11:**

4 Teachscope objects to this topic on the grounds that it is generally vague and ambiguous
5 and specifically vague and ambiguous as to the words and phrases "produced/producing," "first
6 versions," "form," "kept," "made," "source materials," "costs and resources," "electronic tools,"
7 "other technology" and "business relationship." Teachscope further objects to this topic on the
8 grounds that it calls for a legal conclusion. Teachscope further objects to this topic on the
9 grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks
10 information neither relevant to the subject matter of the pending action nor reasonably calculated
11 to lead to the discovery of admissible evidence. Teachscope further objects to this topic to the
12 extent it calls for confidential, proprietary and/or trade secret information of Teachscope and/or
13 persons or entities not parties to this action.

14 **TOPIC NO. 12:**

15 Teachscope's development from 2004 to the present of its course materials relating to
16 Teachscope's graduate course programs, including:

17 (a) Identifying the persons, including any of Canter's former employees, who
18 produced the first versions of the course materials, the date(s) when those first versions were
19 produced, the form in which the first versions were kept, where the first versions were made and
20 kept, and what source materials (if any) were used in producing the first versions;

21 (b) Identifying the persons, including any of Canter's former employees, who
22 revised and/or edited the course materials, the date(s) when they were revised and/or edited, the
23 form in which the revisions and/or edits were made and kept, where these revisions and/or edits
24 were made and kept, and what source materials (if any), beyond those used for the first versions
25 of these course materials, were used in making these revisions and/or edits;

26 (c) The costs and resources expended in producing the first versions of the
27 course materials and in revising and/or editing the course materials;
28

1 (d) Software, electronic tools, and other technology used in developing the
2 course materials; and

3 (e) Identifying the persons other than employees of Teachscape who provided
4 written and/or visual content for the course materials, what that written and/or visual content is,
5 why that person was chosen to provide the written and/or visual content, the persons at
6 Teachscape who were involved in choosing the persons to provide the written and/or visual
7 content, and the terms of the contract, license, or other business relationship into which
8 Teachscape entered with the persons to provide the written and/or visual content.

9 **OBJECTION TO TOPIC NO. 12:**

10 Teachscape objects to this topic on the grounds that it is generally vague and ambiguous
11 and specifically vague and ambiguous as to the words and phrases “produced/producing,” “first
12 versions,” “form,” “kept,” “made,” “source materials,” “costs and resources,” “electronic tools,”
13 “other technology” and “business relationship.” Teachscape further objects to this topic on the
14 grounds that it calls for a legal conclusion. Teachscape further objects to this topic on the
15 grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks
16 information neither relevant to the subject matter of the pending action nor reasonably calculated
17 to lead to the discovery of admissible evidence. Teachscape further objects to this topic to the
18 extent it calls for confidential, proprietary and/or trade secret information of Teachscape and/or
19 persons or entities not parties to this action.

20 **TOPIC NO. 13:**

21 Teachscape’s access to or lack thereof, use of or lack thereof, and any steps taken to
22 avoid the use of, Laureate’s, Canter’s, and/or Walden’s course materials in developing
23 Teachscape’s course materials, including:

24 (a) Identifying the persons, including any of Canter’s former employees, who
25 developed, edited, or revised Teachscape’s course materials and who had seen, developed,
26 edited, or revised Laureate’s, Canter’s, and/or Walden’s course materials previously;
27
28

1 (b) The specific Teachscape course materials developed, edited, or revised by
 2 the persons who had seen, developed, edited, or revised Laureate's, Canter's, and/or Walden's
 3 course materials previously; and

4 (c) Identifying communications or steps taken to ensure that Teachscape's
 5 course materials are similar to, or not similar to, Laureate's, Canter's, and/or Walden's course
 6 materials, including any communications or steps taken since September 2006 and in response
 7 to communications from Laureate.

8 **OBJECTION TO TOPIC NO. 13:**

9 Teachscape objects to this topic on the grounds that it is unintelligible in its entirety.
 10 Teachscape objects to this topic on the grounds that it is specifically vague and ambiguous as to
 11 the words and phrases "access to or lack thereof," "use of or lack thereof," "steps taken,"
 12 "avoid," "developing," "developed," "similar," and "in response to." Teachscape further objects
 13 to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the
 14 extent that it seeks information neither relevant to the subject matter of the pending action nor
 15 reasonably calculated to lead to the discovery of admissible evidence. Teachscape further
 16 objects to this topic to the extent it calls for speculation and a legal conclusion. Teachscape
 17 further objects to this topic to the extent it calls for confidential, proprietary and/or trade secret
 18 information of Teachscape and/or third parties. Teachscape further objects to this topic to the
 19 extent it calls for the disclosure of information protected by the attorney-client privilege, work
 20 product doctrine or other applicable privilege or protection.

21 **TOPIC NO. 14:**

22 Teachscape's revenues, costs, and profits relating to Teachscape's master's degree
 23 programs offered through Marygrove, including:

- 24 (a) Past, present, and expected future revenues, costs, and profits on a monthly
 25 and annual basis;
- 26 (b) Expected trend in profitability for Teachscape in providing the programs;
- 27 (c) Startup costs associated with setting up the programs;
- 28 (d) Revenue, cost, and profit per student enrolled in the programs; and

(e) Expenses relating to the administration and provision of the programs.

OBJECTION TO TOPIC NO. 14:

Teachscape objects to this topic on the ground it calls for confidential, proprietary and/or trade secret information of Teachscape. Teachscape further objects to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks information neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. Teachscape further objects to this topic on the grounds that it is generally vague and ambiguous and specifically vague and ambiguous as to the words and phrases "revenues," "costs," "profits," "past," "present," "expected," "trend," "providing," "associated with," "setting up," "programs," "expenses," "administration" and "provision." Teachscape further objects to this topic to the extent that it calls for a legal conclusion and/or is the subject of expert testimony.

TOPIC NO. 15:

Teachscape's revenues, costs, and profits relating to Teachscape's graduate course programs offered through Marygrove, including:

- (a) Past, present, and expected future revenues, costs, and profits on a monthly and annual basis;
- (b) Expected trend in profitability for Teachscape in providing the programs;
- (c) Startup costs associated with setting up the programs;
- (d) Revenue, cost, and profit per student enrolled in the programs; and
- (e) Expenses relating to the administration and provision of the programs.

OBJECTION TO TOPIC NO. 15:

Teachscape objects to this topic on the ground it calls for confidential, proprietary and/or trade secret information of Teachscape and/or Marygrove. Teachscape further objects to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks information neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence. Teachscape further objects to this topic on the grounds that it is generally vague and ambiguous and specifically vague and

1 ambiguous as to the words and phrases "revenues," "costs," "profits," "past," "present,"
 2 "expected," "trend," "providing," "associated with," "setting up," "programs," "expenses,"
 3 "administration" and "provision." Teachscape further objects to this topic to the extent that it
 4 calls for a legal conclusion and/or is the subject of expert testimony.

5 **TOPIC NO. 16:**

6 Teachscape's revenues, costs, and profits relating to Teachscape's graduate course
 7 programs offered through Andrews and Cardinal Stritch, including:

- 8 (a) Past, present, and expected future revenues, costs, and profits on a monthly
 9 and annual basis;
- 10 (b) Expected trend in profitability for Teachscape in providing the programs;
- 11 (c) Startup costs associated with setting up the programs;
- 12 (d) Revenue, cost, and profit per student enrolled in the programs; and
- 13 (e) Expenses relating to the administration and provision of the programs.

14 **OBJECTION TO TOPIC NO. 16:**

15 Teachscape objects to this topic on the ground it calls for confidential, proprietary and/or
 16 trade secret information of Teachscape and/or Andrews and Cardinal Stritch. Teachscape
 17 further objects to this topic on the grounds that it is overly broad, unduly burdensome and
 18 oppressive to the extent that it seeks information neither relevant to the subject matter of the
 19 pending action nor reasonably calculated to lead to the discovery of admissible evidence.
 20 Teachscape further objects to this topic on the grounds that it is generally vague and ambiguous
 21 and specifically vague and ambiguous as to the words and phrases "revenues," "costs,"
 22 "profits," "past," "present," "expected," "trend," "providing," "associated with," "setting up,"
 23 "programs," "expenses," "administration" and "provision." Teachscape further objects to this
 24 topic to the extent that it calls for a legal conclusion and/or is the subject of expert testimony.

25 **TOPIC NO. 17:**

26 Teachscape's organizational structure, including:

- 27 (a) All current and former affiliates, parents, subsidiaries, joint ventures, or
 28 divisions that relate to Teachscape's master's degree programs and graduate course programs.

1 (b) The positions held by Canter's former employees and dates during which
2 they were employed or performed work for Teachscape; and

3 (c) Identifying all persons who participated in Teachscape's master's degree
4 programs and graduate course programs, such as development, marketing, and delivery of those
5 programs.

6 **OBJECTION TO TOPIC NO. 17:**

7 Teachscape objects to this topic on the grounds that it is overly broad, unduly burdensome
8 and oppressive to the extent that it seeks information neither relevant to the subject matter of the
9 pending action nor reasonably calculated to lead to the discovery of admissible evidence.

10 Teachscape further objects to this topic as to the word "participated." Teachscape further
11 objects to this topic to the extent it calls for confidential, proprietary and/or trade secret
12 information of Teachscape and/or third parties.

13 **TOPIC NO. 18:**

14 Teachscape's procedures for collecting and maintaining documents and/or things in their
15 central files, archival or storage locations, and/or kept by individual employees, including:

16 (a) How the documents or electronic documents are organized in central files,
17 archival or storage locations, and/or electronic systems, servers and electronic media;

18 (b) How the documents or electronic documents are organized in individual
19 employee's files, archival or storage locations, electronic systems, personal computers, laptops,
20 and electronic media;

21 (c) Policies regarding centralized document retention and destruction;

22 (d) Policies regarding individual employees' document retention and
23 destruction;

24 (e) The criteria for whose documents should be or were collected in response to
25 Requests for Production propounded by Canter and Laureate in this action; and

26 (f) What measures are or were taken to ensure that all relevant documents are
27 or were collected in response to Requests for Production propounded by Canter and Laureate in
28 this action.

OBJECTION TO TOPIC NO. 18:

Teachscape objects to this topic on the grounds that it is overly broad, unduly burdensome and oppressive to the extent that it seeks information neither relevant to the subject matter of the pending action nor reasonably calculated to lead to the discovery of admissible evidence.

Teachscape further objects to this topic on the grounds that it vague and ambiguous as to the words "procedures," "collecting," "maintaining" and "things." Teachscape further objects to this topic to the extent it calls for the disclosure of information protected by the attorney-client privilege, work product doctrine or other applicable privilege or protection. Teachscape further objects to this topic to the extent it calls for confidential, proprietary and/or trade secret information of Teachscape.

Dated: December 7, 2007

SONNENSCHN NATH & ROSENTHAL LLP

By 
GAYLE M. ATHANACIO

Attorneys for Defendant
TEACHSCAPE, INC.,

27283183

PROOF OF SERVICE

I, Patricia Cranmer, hereby declare that I am employed in the City and County of San Francisco, California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Sonnenschein Nath & Rosenthal LLP, 525 Market Street, 26th Floor, San Francisco, California 94105.

On December 7, 2007, I caused to be served on the interested parties in this action the following document(s): **DEFENDANT TEACHSCAPE, INC.'S OBJECTIONS TO PLAINTIFFS CANTER & ASSOCIATES, LLC AND LAUREATE EDUCATION, INC.'S NOTICE OF DEPOSITION PURSUANT TO FED. R. CIV. P. 30(B)(6)** by placing a true copy(ies) thereof, on the above date, enclosed in a sealed envelope, following the ordinary business practice of Sonnenschein Nath & Rosenthal LLP, as follows:

Annette Hurst, Esq.
Daniel N. Kassabian, Esq.
Elena M. DiMuzio, Esq.
Heller Ehrman LLP
333 Bush Street
San Francisco, CA 94104
Telephone: (415) 772-6131/6098
Fax: (415) 772-6268

☐ VIA U.S. MAIL: I am personally and readily familiar with the business practice of Sonnenschein Nath & Rosenthal LLP for collection and processing of correspondence for mailing with the United States Postal Service, pursuant to which mail placed for collection at designated stations in the ordinary course of business is deposited the same day, proper postage prepaid, with the United States Postal Service.

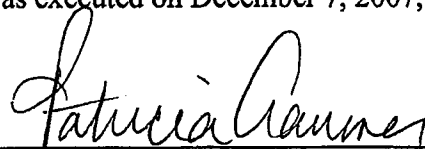
☐ FEDERAL EXPRESS: I served the within document in a sealed Federal Express envelope with delivery fees provided for and deposited in a facility regularly maintained by Federal Express.

☐ ELECTRONIC MAIL: I served the within document in Adobe Acrobat "PDF" format via electronic mail delivery to the "e-mail" address as given above.

☒ HAND DELIVERY: I caused such document to be served by hand delivery by Specialized Legal Services.

☐ FACSIMILE TRANSMISSION: I caused such document to be sent by facsimile transmission at the above-listed fax number for the party.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 7, 2007, at San Francisco, California.



Patricia Cranmer